

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CERTIFIED COPY

ROOTS READY MADE GARMENTS CO.
W.L.L.,

Plaintiff,

vs.

No. C 07-03363 CRB

THE GAP, INC., a/k/a, GAP, INC.,
GAP INTERNATIONAL SALES, INC.,
BANANA REPUBLIC, LLC, AND OLD
NAVY, LLC,

Defendants.

30(b)(6) DEPOSITION OF ROOTS READY MADE GARMENTS CO.

DEPONENT: SHEIKH FAISAL AHMED AL-THANI

Wednesday, June 4, 2008

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Reported by:
JANIS JENNINGS, CSR, CRP, CLR

1 A. It's a famous one. It's a military
2 academy.

3 Q. Do you know the name of the degree that
4 you received? For example, was it a bachelor's
5 degree? A master's degree?

6 A. In fact, it's different when you talk
7 about military definitions. It's almost like a
8 Ph.D.

9 Q. How many years total did you spend in your
10 post-high school formal education?

11 A. In Qatar and England, four years.

12 Q. Did you attend any universities other than
13 the universities in Qatar and England that you
14 described?

15 A. I studied in Jordan.

16 Q. What university did you attend in Jordan?

17 A. I took some classes for four months.

18 Q. What was the name of that university?

19 A. King Abdullah Academy.

20 Q. Did you receive any degree from King
21 Abdullah Academy?

22 A. Yes.

23 Q. What was the degree?

24 A. This is a diploma certificate and it
25 relates to administration.

1 me.

2 BY MS. DURIE:

3 Q. Okay. Was it your understanding that
4 Roots was being promised franchise rights in the
5 future even if Roots were to breach the ISP
6 agreement at some point in the future?

7 THE INTERPRETER: Without interpretation,
8 "The future has a past."

9 THE WITNESS: If we're talking about the
10 past, there was an agreement in the past that we
11 continue the situation somehow and the situation
12 would develop into franchise. That's exactly what
13 happened.

14 BY MS. DURIE:

15 Q. Okay. This is a simple question. Okay.
16 Was it your understanding during this conversation
17 with Mr. Young that he was promising that Roots
18 would get franchise rights in the future even if
19 after the time of this conversation, Roots breached
20 the ISP agreement?

21 THE WITNESS: (In English) He didn't say
22 that.

23 THE INTERPRETER: The response, without
24 interpretation, "He didn't say it."

25 BY MS. DURIE:

1 Q. So what did you understand? Did you
2 understand that Roots would get franchise rights
3 even if it was going to breach the ISP agreement in
4 the future?

5 MR. HANEY: Objection. Asked and
6 answered.

7 THE WITNESS: At that time, there was
8 never in my mind to obtain a franchise right and to
9 breach the agreement.

10 BY MS. DURIE:

11 Q. Okay. So is it fair to say that you
12 didn't consider whether Roots would be entitled to
13 franchise rights in the future if it were to breach
14 the ISP agreement?

15 MR. HANEY: Objection as to form.

16 THE WITNESS: What? What? Repeat.

17 BY MS. DURIE:

18 Q. Is it, therefore, the case that you didn't
19 think about whether Roots would be entitled to
20 franchise rights in the future if it breached the
21 ISP agreement?

22 MR. HANEY: Objection as to form.

23 THE WITNESS: How would you think about
24 breaching an agreement when you are obtaining new
25 work?

1 BY MS. DURIE:

2 Q. Okay. So that didn't occur to you; is
3 that right?

4 A. No.

5 Q. Okay. Is it also the case that you didn't
6 think about what would happen if Gap became
7 dissatisfied with Roots' performance?

8 A. It didn't happen to justify thinking about
9 it.

10 Q. "It didn't happen to justify thinking
11 about it"? Is that --

12 A. Yes. Because it didn't happen. If it had
13 happened, I would have thought about it.

14 Q. Did Roots do anything because Gap made
15 this statement about franchise rights in the future
16 that it wouldn't have done anyway under the ISP
17 agreement?

18 MR. HANEY: Objection. Asked and
19 answered.

20 THE WITNESS: What? What not what? I
21 don't understand the question.

22 BY MS. DURIE:

23 Q. Did Roots do anything in response to the
24 statement by Mr. Young about franchise rights that
25 Roots would not have done anyway under the ISP

1 reviewed it, and I know that we never reviewed it.

2 Q. Okay. Was it your understanding that
3 Roots was getting any rights under the written
4 contract for ISP distribution rights that was
5 entered into between Gap and Gabana?

6 MR. HANEY: Objection as to form.

7 THE WITNESS: The rights that Roots
8 obtained would be obtained from Gap. And the
9 legitimacy of Gabana was created by Gap.

10 BY MS. DURIE:

11 Q. Well, to be clear, my question is: Did
12 Roots get any rights under Exhibit 4?

13 MR. HANEY: Objection. Calls for a legal
14 conclusion.

15 THE WITNESS: Are you saying that there
16 was an agreement between Gabana and Roots?

17 BY MS. DURIE:

18 Q. I'm not saying anything. I'm asking a
19 question.

20 A. I don't understand what is intended here.

21 Q. Okay. The question is: Was it your
22 understanding that Roots had any rights under the
23 ISP distribution contract between Gap and Gabana
24 which has been marked as Exhibit 4?

25 MR. HANEY: Objection. Calls for a legal

1 conclusion. Okay. And objection. Lacks foundation
2 because of his testimony about his lack of
3 familiarity.

4 MS. DURIE: Don't give speaking
5 objections.

6 THE WITNESS: My understanding is yes.

7 BY MS. DURIE:

8 Q. What rights did Roots have under the ISP
9 distribution contract between Gap and Gabana?

10 MR. HANEY: Objection. Lacks foundation.
11 Calls for a legal conclusion.

12 THE WITNESS: I don't understand. What
13 kind of rights is she talking about?

14 BY MS. DURIE:

15 Q. Any rights.

16 MR. HANEY: Same objections.

17 THE WITNESS: We obtained the rights
18 because we paid for them.

19 BY MS. DURIE:

20 Q. Okay. But my question, Mr. Al-Thani, is:
21 What rights did Roots get under this contract,
22 Exhibit 4, between Gap and Gabana?

23 MR. HANEY: Same objections. Calls for a
24 legal conclusion and lacks foundation.

25 THE WITNESS: Distribution, the ownership

1 of the ISPs in the whole Middle East, all
2 Arabic-speaking countries.

3 BY MS. DURIE:

4 Q. So it's your testimony that in exchange
5 for the purchase of the excess inventory, Roots got
6 distribution rights for Gap clothing and to the ISP
7 program in the whole Middle East under this written
8 contract between Gap and Gabana; is that right?

9 MR. HANEY: Objection. Lacks foundation.
10 Calls for a legal conclusion.

11 THE WITNESS: There is something missing.

12 BY MS. DURIE:

13 Q. What's missing?

14 A. In legalities, maybe she added something.
15 Are you talking about our rights? Did we obtain
16 these rights based on the contract?

17 Q. Let me ask the question again. Is it your
18 testimony that Roots obtained rights to distribute
19 ISP product in the whole Middle East in exchange for
20 paying money to purchase the excess inventory under
21 this written contract between Gap and Gabana?

22 MR. HANEY: It's a compound question.
23 Calls for a legal conclusion. And there's no
24 foundation because he's testified he hasn't read the
25 contract.

1 conversations that rights -- strike that -- that
2 Roots would get the rights that were being given to
3 Gabana under this ISP distribution contract that's
4 Exhibit 4?

5 MR. HANEY: I'd like to go --

6 BY MS. DURIE:

7 Q. Is that right?

8 MR. HANEY: -- through the translation.

9 THE INTERPRETER: Okay.

10 MS. DURIE: I can ask the question again
11 for the translator.

12 BY MS. DURIE:

13 Q. Is it your testimony that Roots understood
14 that Roots was getting the rights that Gabana was
15 getting under the written ISP distribution agreement
16 that's been marked as Exhibit 4?

17 MR. HANEY: Objection as to form and calls
18 for a legal conclusion.

19 THE WITNESS: Are you referring to the
20 articles of the contracts?

21 BY MS. DURIE:

22 Q. I am referring to the written ISP
23 distribution contract between Gap and Gabana that's
24 been marked as Exhibit 4.

25 A. Are you asking about what we thought?

1 Q. Right. Was it your understanding that
2 Roots was the one who was really getting these
3 rights?

4 THE INTERPRETER: The answer is, "Of
5 course, yes" without interpretation.

6 (Telephone interruption.)

7 THE WITNESS: I want to explain something.
8 This contract existed because of Roots. Based on
9 our agreement with Gap, other agreements with Gabana
10 existed. What we didn't know about was how to
11 execute this contract.

12 BY MS. DURIE:

13 Q. So the contract -- the ISP distribution
14 contract between Gap and Gabana was a way to write
15 down the contract that you understood existed
16 between Gap and Roots; is that right?

17 MR. HANEY: Objection as to form and
18 foundation.

19 THE WITNESS: No. Gabana benefited based
20 on our agreement.

21 BY MS. DURIE:

22 Q. What do you mean?

23 A. It obtained rights and an agreement based
24 on our agreement with them.

25 Q. Gabana obtained rights based on Roots'

CERTIFICATE OF REPORTER

I, JANIS L. JENNINGS, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated:

June 16th, 2008

Janis Jennings
JANIS JENNINGS
CSR NO. 3942